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**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

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November 14, 2001

DOCKET FILE COPY ORIGINAL

Magalie R. Salas, Esq.
Federal Communications Commission
Office of the Secretary
The Portals
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Room TWB 204
Washington, D.C. 20554

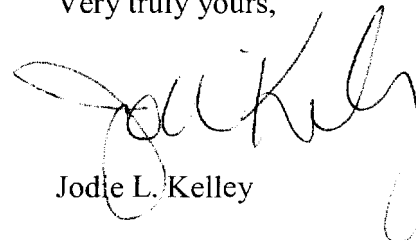
RE: Docket Nos. 00-218

Dear Ms. Salas:

Enclosed for filing in the above captioned docket, please find four copies of "WorldCom Late-Filed Exhibit 52: Responses to Record Requests" Also enclosed are eight copies for the arbitrator. An extra copy is enclosed to be file-stamped and returned.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,



Jodie L. Kelley

encl.

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**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION**

In the Matter of)	
Petition of WorldCom, Inc. Pursuant)	
to Section 252(e)(5) of the)	
Communications Act for Expedited)	
Preemption of the Jurisdiction of the)	CC Docket No. 00-218
Virginia State Corporation Commission)	
Regarding Interconnection Disputes)	
with Verizon-Virginia, Inc., and for)	
Expedited Arbitration)	
_____)	

WorldCom Late-Filed Exhibit 52: Responses to Record Requests

WorldCom submits the following responses to record requests and questions posed by the FCC during the hearings in the above-captioned case.

1. With respect to the contract language that WorldCom proposed in connection with Issue VI-3(B), which is found at section three of Attachment III, the Commission asked:
 - a. Has WorldCom's proposed language previously been negotiated anywhere in the Verizon territory, and if so, how was the language modified during the negotiation process?
 - b. Has WorldCom's proposed language been arbitrated, and if so, what language was adopted in the arbitration process, and in what territories did the arbitration take place?

WorldCom Response:

The current language proposed by WorldCom in Section 3 of Attachment III is included in every MCImetro/Bell Atlantic-South interconnection agreement, including the most recent one for Maryland. To the best of our knowledge, this entire section was included in those interconnection agreements by negotiation, and has never been arbitrated.

2. Staff Question to WorldCom witness Edward Caputo regarding Issue IV-8:
Does MCIm need to get billing information from Verizon for Busy Line Verification and Call Interrupt operator to operator calls in order to bill WorldCom customers or Verizon?

WorldCom Response:

WorldCom does not need to receive billing information from Verizon in order to bill these calls. WorldCom's operator platform generates a billing record for each call that it either places outbound (from MCIm operator to VZ operator to do BLV/CI for a VZ customer termination) and inbound (from VZ operator to MCIm operator to support BLV/CI call to MCIm customer termination). There is sufficient information on this billing record for MCIm to bill the MCIm customer or to bill Verizon for these calls.

3. Staff Question to WorldCom witness Chuck Goldfarb regarding Issue IV-23:
In the time period from the local competition order in 1996 through to the supplemental clarification order, did the billing relationship between WorldCom and Verizon reflect two different billing rates for LIDB services?

WorldCom Response:

In 1996, Verizon proposed interim rates in the arbitrations for providing access to LIDB from its access tariffs. Such rates were established as interim rates until the various state commissions could set the final UNE rates. During the first round of interconnection arbitrations, before final UNE rates were set in Virginia, as was the case for most states, the interconnection agreements included these interim rates for LIDB access set at the rates in the access tariff, with the contract providing that, as LIDB UNE rates were set, they would replace the interim (that is, the access tariff) rates. In some cases, including Virginia, the interconnection agreements were never formally modified when the permanent LIDB UNE rates were set, though the interconnection agreements themselves provided that the new LIDB UNE rates automatically superseded the interim (that is, the access tariff) rates in the contract.

When states set permanent LIDB UNE rates, in 1997 and thereafter, WorldCom undertook the operational tasks associated with obtaining the point codes needed to acquire LIDB at UNE rates. Given the competing demands on its internal resources, WorldCom was not able to make a flash cut from ordering LIDB out of the access tariff to ordering LIDB as a UNE. Rather, as WorldCom completed those operational tasks and acquired the necessary point codes in the various RBOC regions, it would shift from purchasing LIDB out of the access tariff to purchasing LIDB as a UNE for the provision of both local exchange and exchange access services. The process by which WorldCom acquired LIDB did not change as a result of the FCC Supplemental Clarification Order.

4. Staff Questions to WorldCom Witnesses Regarding Issue IV-1:
- a. Under WorldCom's proposal does Verizon have recourse for bad debts with 3rd parties?
 - b. Does WorldCom have its proposed arrangement with any other ILEC(s)?
 - c. Has this issue previously been arbitrated by WorldCom, and has WorldCom won this issue in other arbitrations?

WorldCom Response:

- a. If Verizon is unable to collect the reciprocal compensation which is owed from the originating third party carrier, it would not be liable to provide the reciprocal compensation to WorldCom. Thus, Verizon would not ultimately be liable for the reciprocal compensation.
- b. WorldCom's proposed arrangement is in place with BellSouth in Georgia.
- c. The issue has only been arbitrated in the BellSouth region and the Georgia Commission ruled in favor of WorldCom's position.

5. Staff Question to WorldCom witnesses regarding Issue IV-3:

What language have other ILECs agreed to or ordered to accept via arbitration?

WorldCom response:

WorldCom and BellSouth have agreed to the following language, via negotiations

(not arbitrated):

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used , or

as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

6. Staff Question to both parties regarding Issue IV-11:
- a. Provide the following excerpts from MECAB guidelines: liability for missing or incorrect records, audits, electronic data transfer, error reporting including timing, and meet point billing percentages.
 - b. What have other state arbitrators ordered if CPN is not passed?
 - c. What have other ILECs agreed to do if CPN is not passed?

WorldCom Response:

- a. WorldCom has only been able to find guidelines relating to electronic data transfer and meet point billing percentages. (See attached Section 6.3, p. 6-1 for electronic data transfer, and Section 3, pp. 3-1 – 3-2 plus the illustrations on pp. 3-3 – 3-11 for billing percentages.)
- b. WorldCom has not found other state arbitration decisions on this topic.
- c. WorldCom and BellSouth have agreed to the following language:

Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

7. Staff Question to WorldCom witness Don Grieco regarding Issue III-3:

What is the average length and the related ILEC expenditure associated with WorldCom's 40 mid-span meets throughout the country?

WorldCom Response:

WorldCom has determined that the average distance from the WorldCom Fiber Optic Terminal (FOT) to the ILEC FOT is 3.8 miles. The furthest distance from WorldCom FOT to ILEC FOT is 16.1 miles and the shortest distance is 0 miles (where the two FOTs are located in the same facility). WorldCom has no information on ILEC expenditures associated with the mid-span meets (aka Joint SONET Rings).

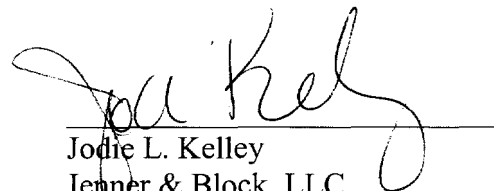
8. Staff Question to WorldCom witness Don Grieco regarding Issue I-1:

In what states of the BellSouth region does WorldCom have an arrangement providing for interconnecting at a single tandem for termination throughout the LATA?

WorldCom Response:

WorldCom and BellSouth have agreed to this arrangement throughout the entire BellSouth region and have implemented it already in Georgia.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jodie L. Kelley", is written over a horizontal line.

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Counsel for WorldCom, Inc.



Ordering and Billing
Forum

ATIS/OBF-MECAB-006

**MULTIPLE EXCHANGE
CARRIER
ACCESS BILLING
(MECAB)**

Issue 6

February, 1998

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3. NECA TARIFF FCC. NO. 4, PERCENT OWNERSHIP, BILLING PERCENTAGE (BP) AND COMPANY CODE

3.1 General

The industry reference for listing end point locations, BPs, and the providers involved in a MPB environment is NECA Tariff FCC. No. 4. The information contained in this tariff specifies the apportionment of local transport or channel mileage rate element(s) among the providers and/or jurisdictions involved in an access service based on billing percentages.¹⁰ Each pair of end point locations, the related BPs, and the providers involved must be filed in NECA Tariff FCC. No. 4.

3.2 Billing Percentage

BPs are listed by service type for each pair of locations between which access services are provided on a Meet Point basis. The sum of the BPs filed for each pair of end point locations must equal 100%. For each pair of locations, the involved providers must agree in writing to their respective BPs. This information must be submitted to NECA for inclusion in NECA Tariff FCC. No. 4 by the first of the month, to be effective the first day of the following month.

3.3 Percent Ownership

Each set of BPs may be developed on any *mutually agreeable* basis among the providers in the route. BPs may be developed using:

1. Provider investment to total investment
2. Route miles to total route miles
3. Airline miles to Meet Point to total airline miles between locations.

The basis of this apportionment should consider each provider's rate structure for channel mileage or local transport and the method of BP application approved by the FCC.¹¹

3.4 Transport or Mileage Charge Calculations

The appropriate method for calculation of MPB of the distance sensitive portion of Local Transport (direct-trunk and tandem-switched), Channel Mileage (e.g. Special Transport), is as follows:

1. The Vertical and Horizontal (V&H) coordinates (filed in NECA Tariff FCC. No. 4) are used to calculate the airline distance between two wire centers. Fractional mileage is rounded to the next whole number.
2. Each provider applies the tariffed rate for this overall mileage length to obtain a dollar amount.
3. The BP is applied to the dollar amount calculated above.

¹⁰ Billing Percentages (BPs) are utilized in the apportionment of local transport and channel mileage. Interconnection Points (ICPs) are not considered a valid method of apportionment.

¹¹ CC Docket No. 87-579, released October 4, 1988.

See Figures 3-1 through 3-9 for examples of Usage-Sensitive Access (tandem-switched) and Flat-Rated Access (Switched and Special) mileage charge calculations.

3.5 Company Code

Whenever company codes are used to identify companies associated with rate elements, usage detail or circuit locations on Meet Point bills and Customer Service Records (CSRs) (if provided), the state level company code, as filed in NECA Tariff FCC. No. 4, is provided.

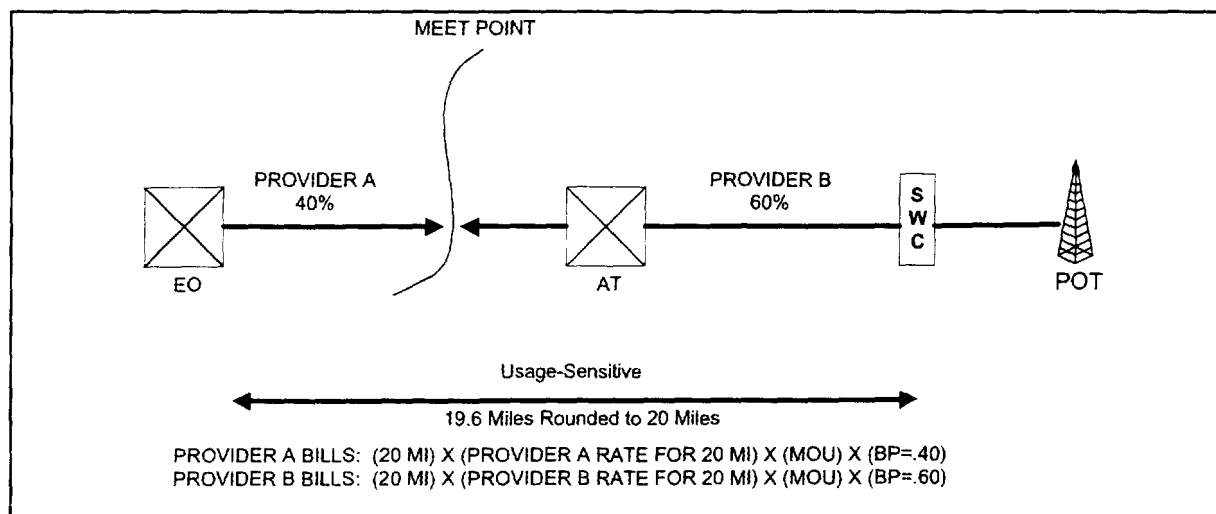


Figure 3-1. Usage-Sensitive Access Transport Mileage Charge Calculations

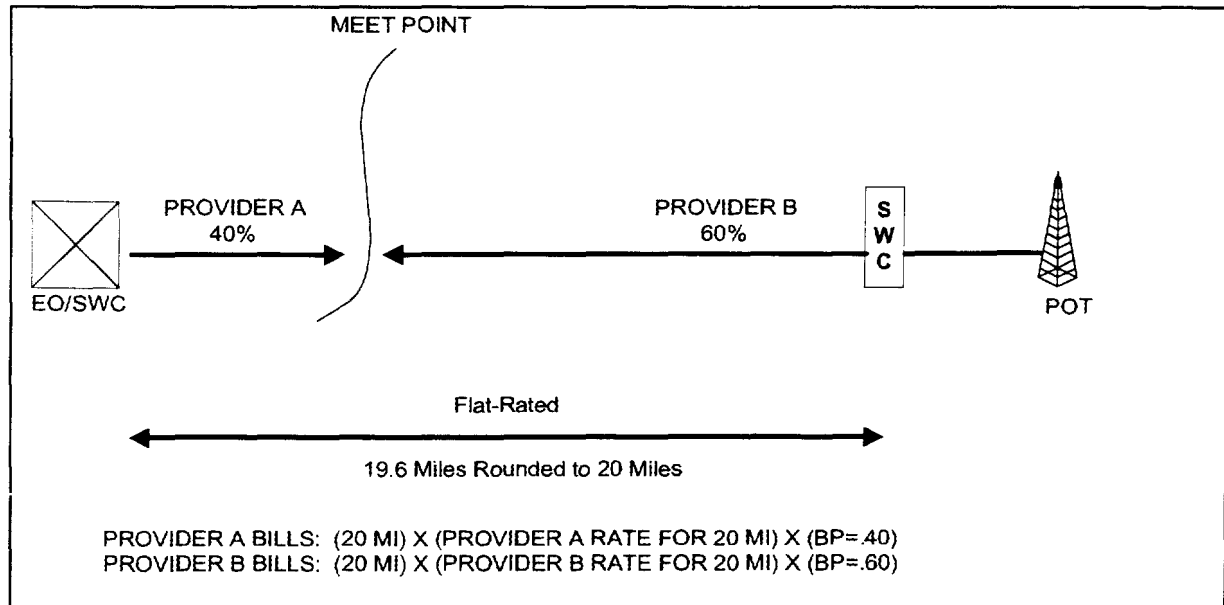


Figure 3-2. Flat-Rated Access Transport Mileage Charge Calculations

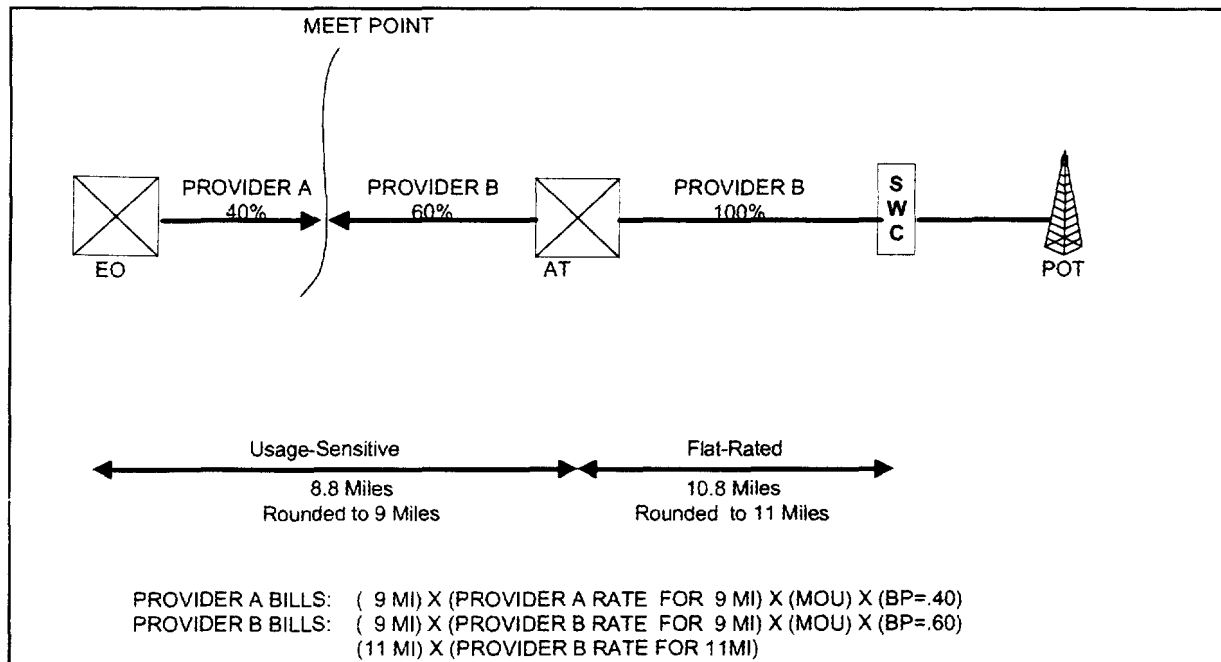


Figure 3-3. Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the Meet Point between the AT and the EO)

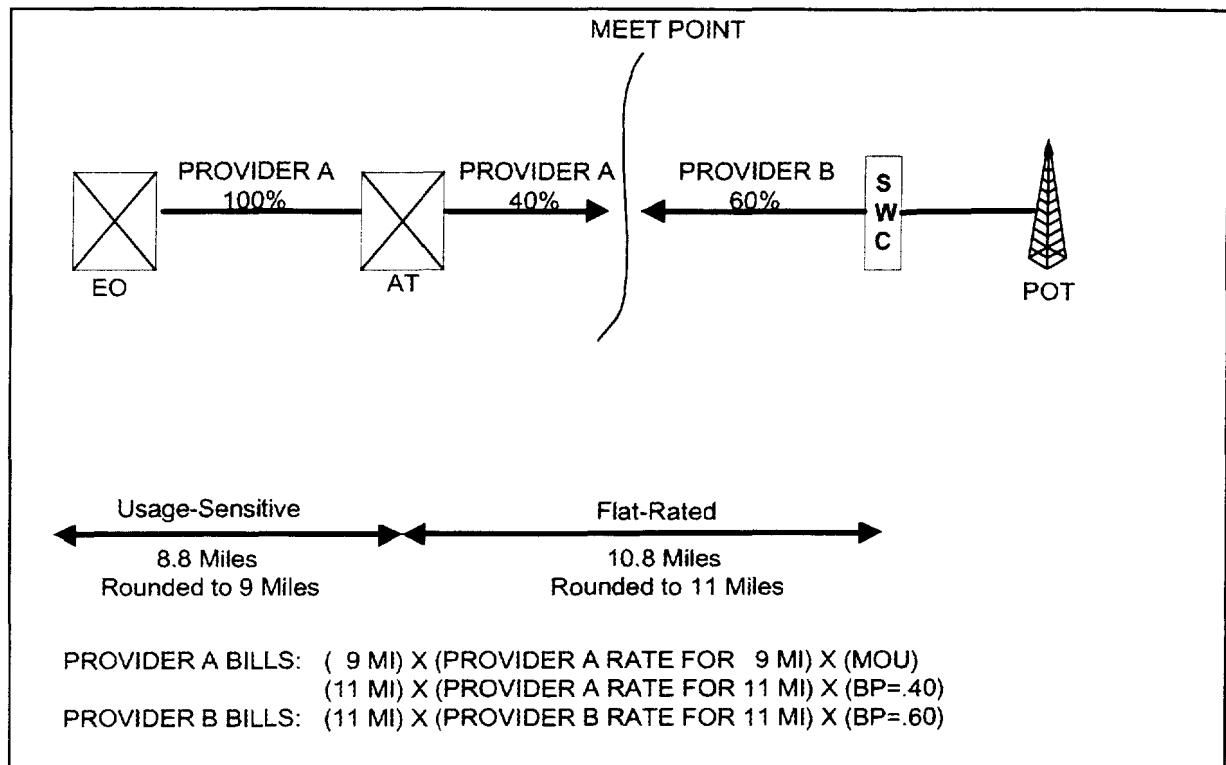


Figure 3-4: Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the Meet Point between the AT and the SWC)

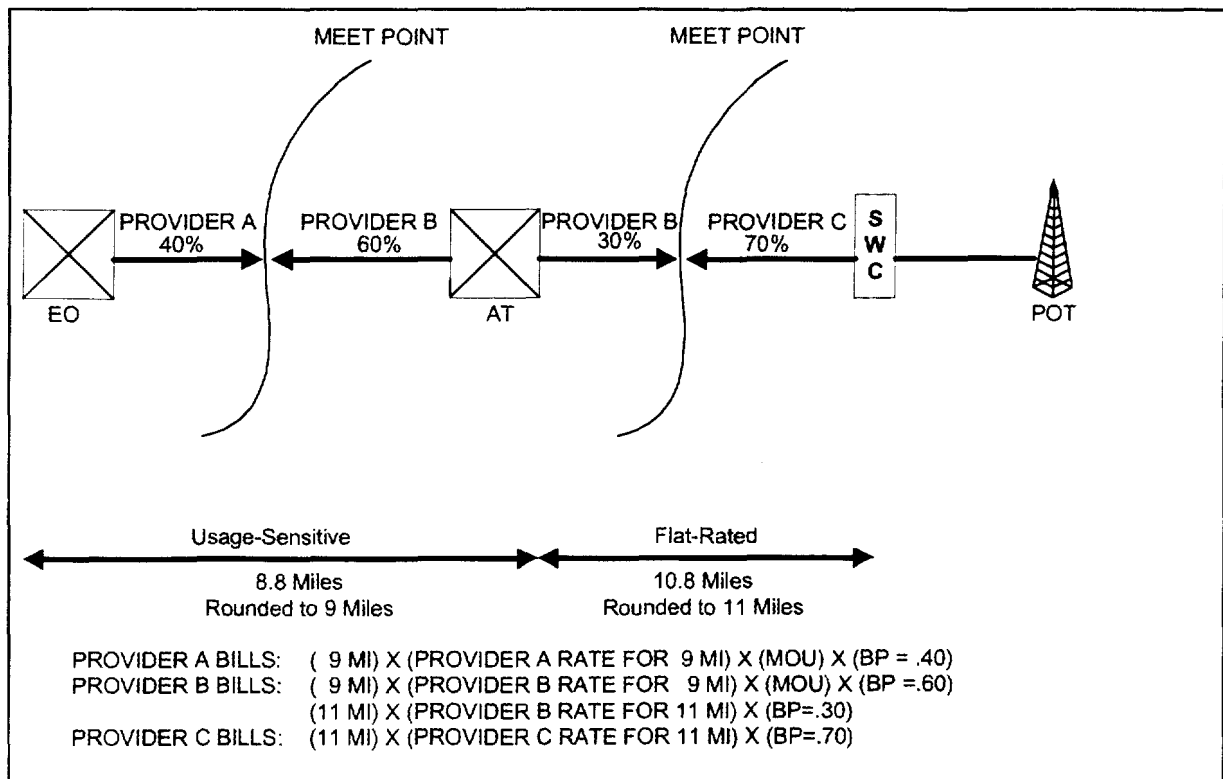


Figure 3-5 Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (Three Providers)

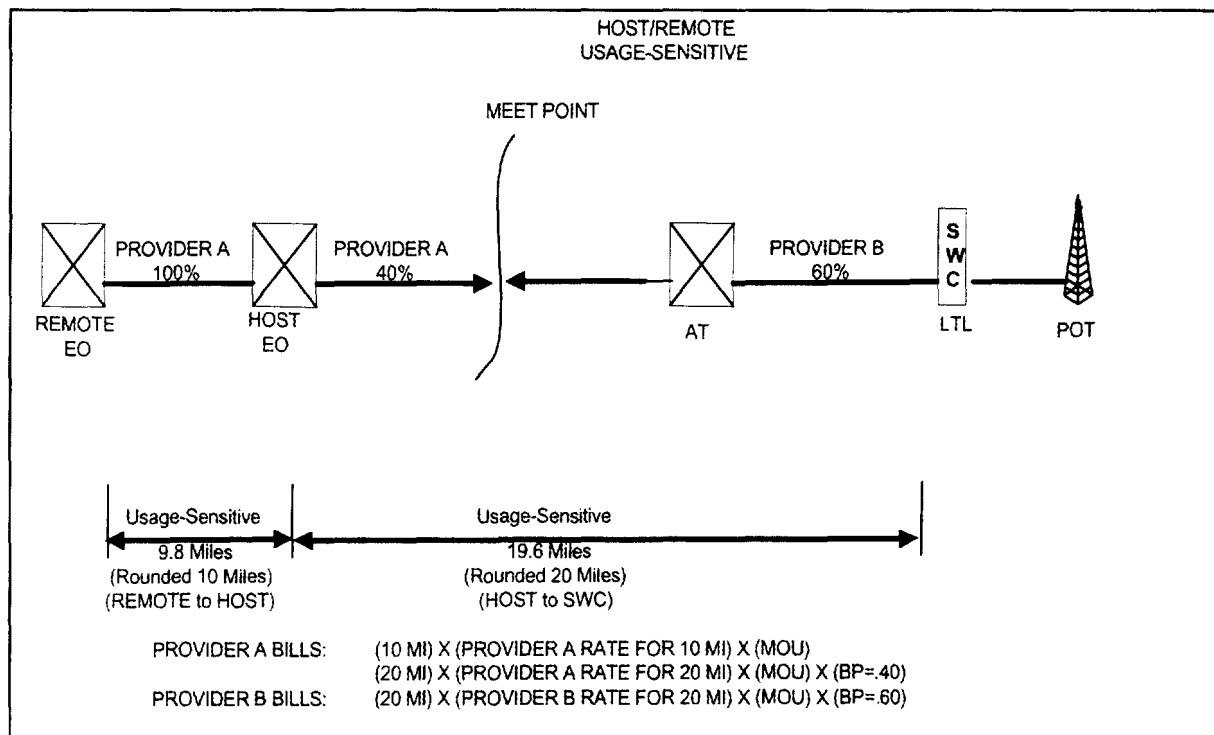


Figure 3-6. Host/Remote Usage-Sensitive Access Transport Mileage Charge Calculations (with the Meet Point between the HOST and AT)

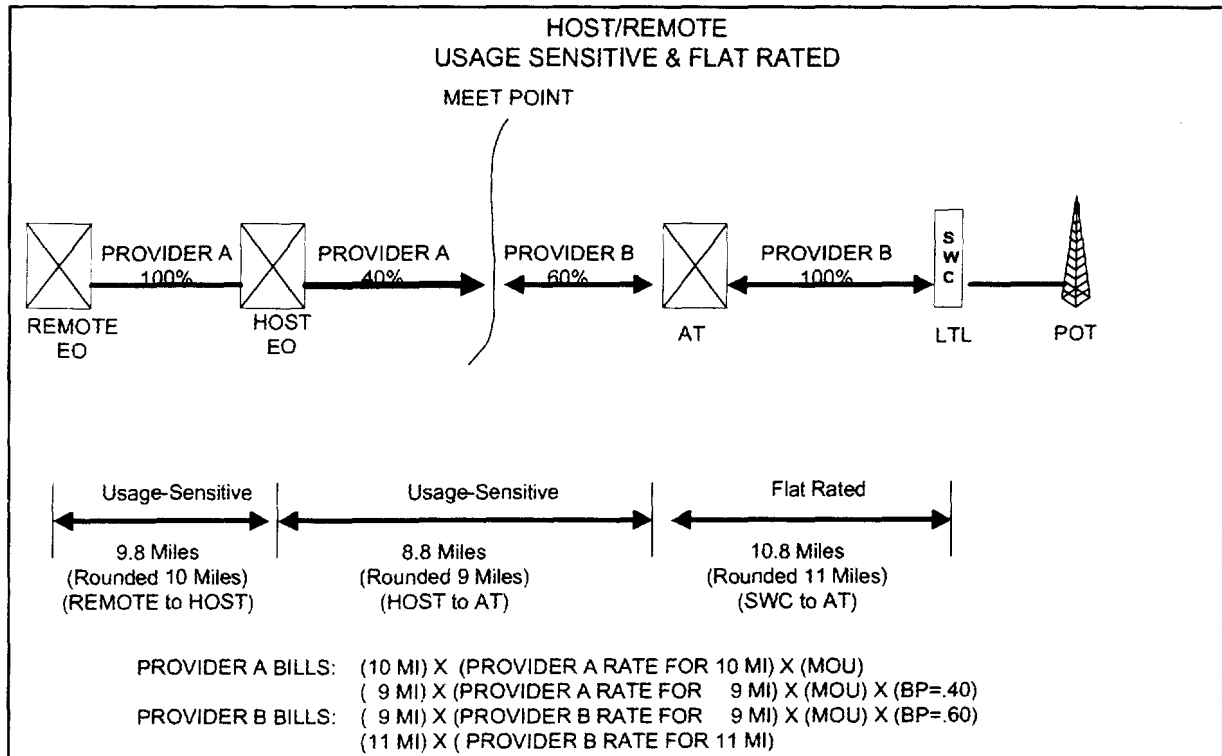


Figure 3-7 Host/Remote Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the Meet Point between the HOST and AT)

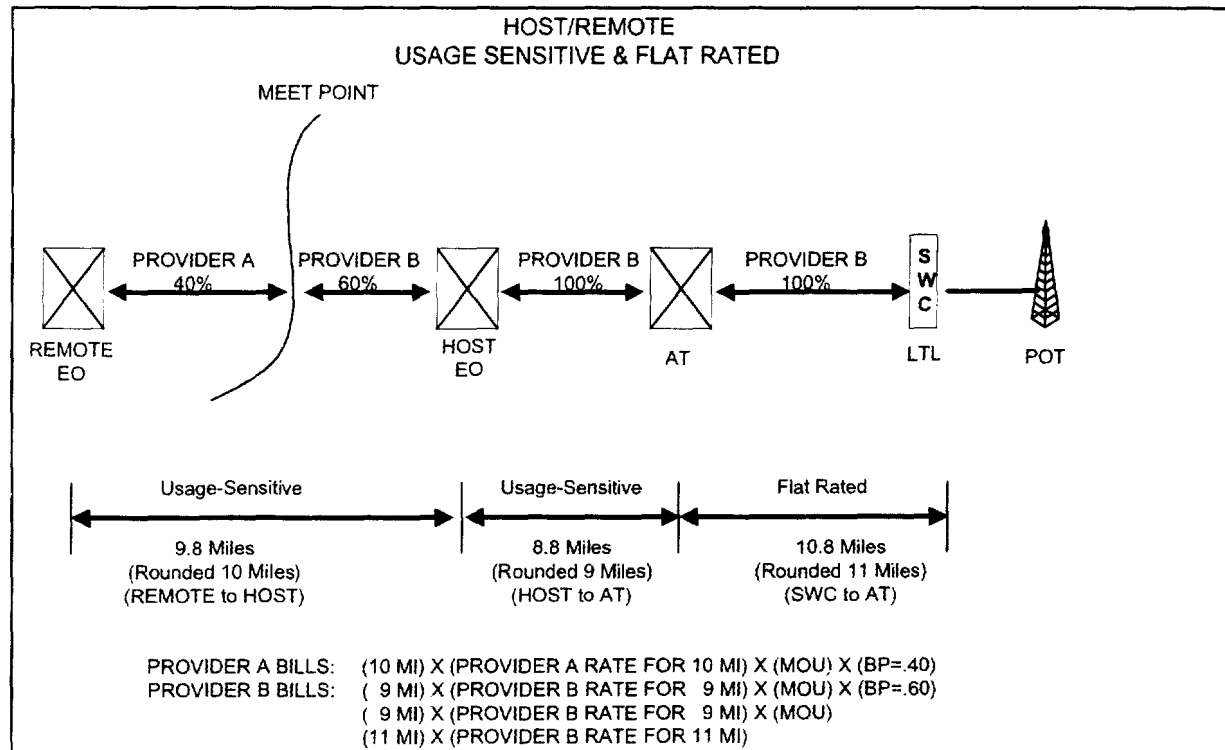


Figure 3-8 Host/Remote Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the Meet Point between the REMOTE and HOST)

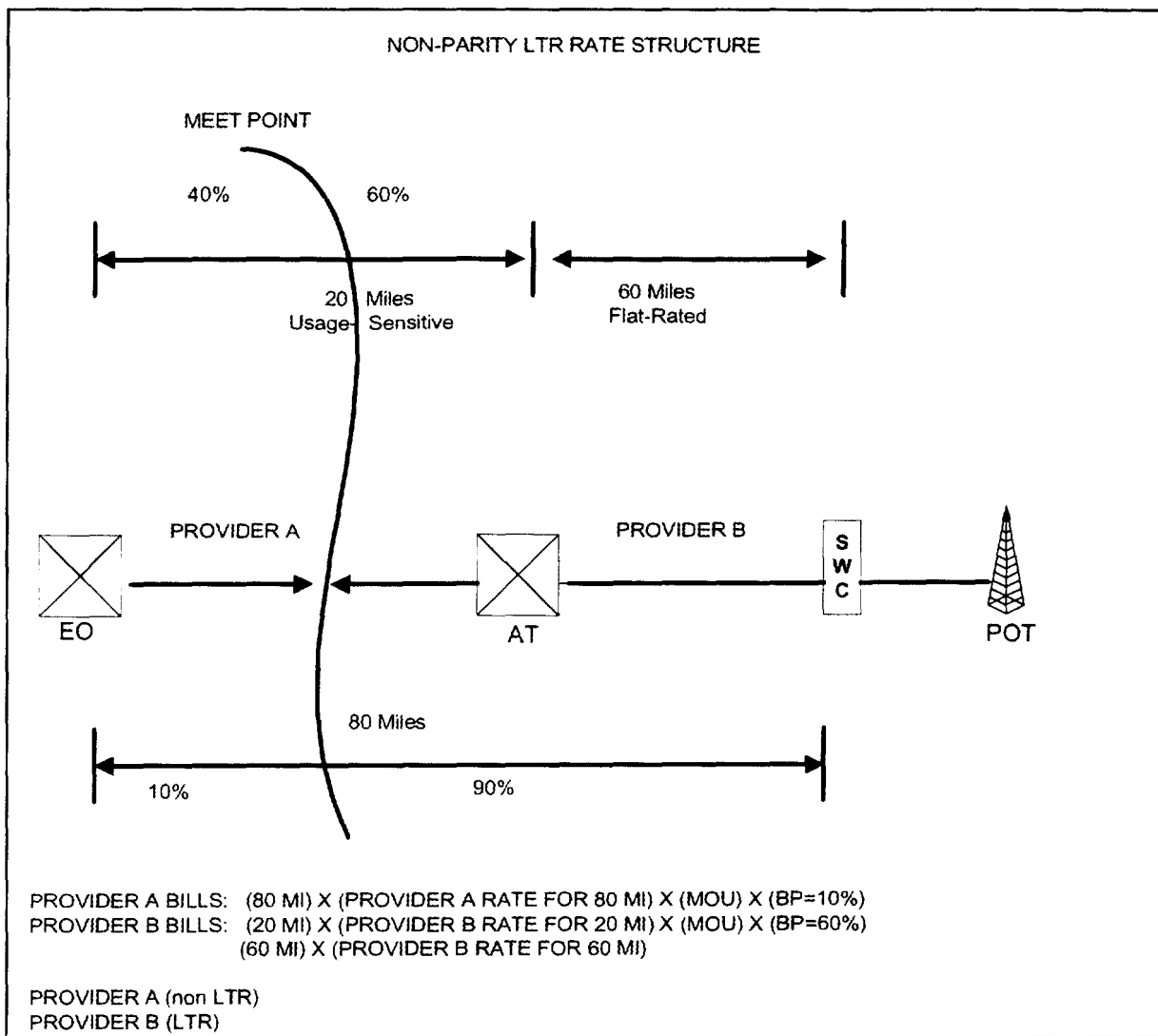


Figure 3-9. Transport Mileage Charge Calculations for Providers with Non-Parity Rate Structures (with the Meet Point between the EO and AT)

6. USAGE AND DATA EXCHANGE

6.1 General

For Usage-Sensitive Access services under MPB, the exchange of usage data among providers plays a critical role in providing the customer with an accurate, timely, and auditable bill. Various providers can be involved in recording the usage data for a single End Office location depending on the network architecture, type of office, feature group, and type of traffic. To assure proper billing of tandem ordered services, the tandem companies must forward raw (unfactored) message data/access usage records (AURs) to the billing companies in single bill situations and to the IBC in multiple bill situations. Regardless of the MPB option selected, the individual usage must be delivered to the appropriate billing entity to process, apply factors where appropriate and produce billable usage information.

6.2 Paper Exchange

Each provider may elect to forward a copy of its access bill or bill data as a substitute for mechanized summary record exchange. While it is considered preferable for providers to move toward mechanized data exchange, nothing precludes timely manual or paper exchange of information. For multiple bill option, the timely exchange of usage from the Initial Billing Company (IBC) to the Subsequent Billing Company (SBC) will be within 10 working days of the rendering of the IBC's bill. When exchange in usage is paper, the CABS BOS or SECAB standards for usage cycle periods will be utilized (e.g., IBC Usage Cycle would be May 10 to June 9).

The paper exchange of usage must include the required data elements described in Section 17.2.

6.3 Mechanized Usage Exchange

The Exchange Message Record (EMR), as defined in Bellcore document *BR-010-200-010 CRIS Exchange Message Record*, provides mechanized record formats that can be used to exchange access usage information among providers. There are two types of EMR that can be used for usage exchange in a MPB environment. Category 11-01 series AURs are used to exchange detailed access usage information. Category 11-50 series summary usage records (SURs) are used to exchange summarized Meet Point billed access minutes-of-use.

Category 11 MPB SURs should be used in a Single Bill environment for provider-to-provider billing. When multiple bills are rendered, summary usage records are forwarded, from the Initial Billing Company (IBC) to the Subsequent Billing Company (SBC) within 10 working days of the rendering of the IBC's bill. When exchange in usage is mechanized, the CABS BOS or SECAB standards for usage cycle periods will be utilized (e.g., IBC Usage Cycle would be May 10 to June 9).

Daily or monthly SURs contain total usage (factored as appropriate) by End Office and by carrier for each Traffic Type involved in MPB service. If an IBC sends daily SURs at the end of the month, the IBC and the SBC must use the daily SURs for billing to ensure that the access MOUs match between IBC and SBC. If the IBC does not use daily rounded and factored minutes for billing purposes, then monthly SURs must be sent. The IBC should send what it bills. SURs are then included in packs with pack headers and trailers and can be exchanged via the Centralized Message Data System (CMDS). Normal CMDS controls are applicable.

Access summary billing data should be validated by the receiving provider to ensure the following:

1. Reasonable data is received for each bill period
2. Data is screened for duplicates

3. Data is properly formatted.

6.4 MOU Exchange for Usage-Sensitive Access Services

6.4.1 Multiple Bill Option

When exchange of access MOUs between providers is necessary for a Multiple Bill scenario, the IBC passes summarized access minutes of use (MOU) to the SBC(s) within 10 working days of the rendering of the IBC bill. Since the fundamental assumption of MPB is that access MOUs through each part of a MPB service must be identical, the SBC must bill the exact volume of summarized access MOUs as passed by the IBC. Therefore, the SBC cannot apply factors to the usage. Occasionally, prior usage is passed between providers along with current usage. Customers prefer that all usage be identified by its appropriate billing cycle; therefore, the IBC's bills may contain multiple from/through dates (see Section 12). The IBC Bill Date (IBCBD) and BAN are passed on all summary and prior usage summary records exchanged between the IBC and the SBC.

The IBC Usage From and Through Dates and the IBC Bill Date are displayed on the SBC's bill. This allows the application of rates when rate changes are involved. In addition, provider revenues/customer expenses can be properly booked in the correct month. The SBC must display the IBCBD and the IBC Usage From and Through Dates to permit the customer to audit and validate the bills. In addition to the BAR/BACR, BAN, and End Office identification, the customer can use these IBC dates to associate IBC and SBC usage. This enables the customer to verify that both the IBC and SBC have billed for the same access MOU when billing cycles do not coincide.

The following guidelines establish the level of Traffic Type display on Multiple Meet Point bills:

1. If the IBC displays usage by traffic type on its regular bills, it should do so on Meet Point bills.
2. If the IBC does not display usage by traffic type, the SBC will not display usage by traffic type on its bills.
3. If the IBC displays usage by traffic type and the SBC does not on its other bills, then the SBC will not display usage by traffic type.
4. If the IBC displays usage by traffic type and the SBC displays usage by traffic type on its bills, then the SBC should display usage by traffic type on its matching Meet Point bills.

6.4.2 Single Bill Option

Exchange of usage may be necessary for the Single Bill option. The actual detail recordings must be passed to the billing company when the billing company is not the recording company. In some cases, summary usage records reflecting billed minutes may need to be passed to the non-billing company.

1. For the Single Bill Pass Through alternative, the non-billing company can provide a pass through bill which contains usage to the billing company.
2. In the Single Bill Single Tariff alternative, the non-billing company can render an access bill for its portion of access provided to the billing company.
3. Non-billing companies may desire usage for auditing, forecasting, or provider-to-provider billing.

CERTIFICATE OF SERVICE

I do hereby certify that true and accurate copies of the foregoing “WorldCom Late-Filed Exhibit 52: Responses to Record Requests” were delivered this 14th day of November, 2001 via federal express and regular mail to:

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Verizon-Virginia, Inc.
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** By Federal Express*

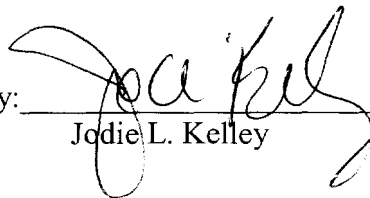
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